

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

WENDY CHEEK, BRIAN KEITH
COLLINS, JOSEPH CASEY
COUNCILMAN, WALTER
STEVEN COUTURIER, TIMOTHY
FIELDS, and WILLIAM C.
MORGAN,

Plaintiffs,

vs.

CITY OF GREENSBORO,

Defendant.

NO. 1:12-CV-981

MICHAEL BROWNELL,
TRAYVEAWN GOODWIN,
CHRISTIAN HICKS, TY JENKS,
PATRICK KENNEDY, and
GEORGE SIMMONS,

Plaintiffs,

vs.

CITY OF GREENSBORO,

Defendant.

NO. 1:12-CV-1311

SETTLEMENT AGREEMENT

Plaintiffs Wendy Cheek, Brian Keith Collins, Joseph Casey Councilman, Walter Steven Couturier, Timothy Fields, William C. Morgan, Michael Brownell, Trayveawn Goodwin, Christian Hicks, Ty Jenks, Patrick Kennedy, and George Simmons, and

Defendant City of Greensboro, have agreed to resolve part of the above-captioned lawsuits on the following terms, and therefore they agree to the following:

1. The City of Greensboro ("the City") will pay a total of \$4,816.92 as "back pay" to the above-named Plaintiffs. The specific amounts to be paid each Plaintiff are as follows:

Brownell	\$150.00
Cheek	\$393.72
Collins	\$256.00
Councilman	\$150.00
Couturier	\$324.00
Fields	\$324.24
Goodwin	\$763.56
Hicks	\$304.00
Jenks	\$775.40
Kennedy	\$240.00
Morgan	\$560.00
Simmons	\$576.00

The above specific amount to be paid to each Plaintiff shall be referred to hereinafter as "Plaintiff's Amount."

2. Because the amounts being paid constitute pay, the City will make all legally-required deductions (such as FICA), and will also deduct 6% of each Plaintiff's Amount as explained in paragraph 5 below. (The net amount after such deductions is referred to herein as "Net Amount.") The City will pay each Plaintiff his or her Net Amount directly, in the same manner he or she receives their regular pay.

3. The City will follow additional administrative procedures that will be required by regulations and governmental policies governing retirement accounts and that are applicable as a result of contributions to be made to LGERS. So that the City can

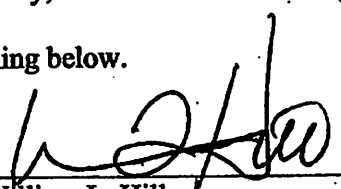
9. The City will pay the firm of Frazier, Hill & Fury, R.L.L.P., \$45,183.08 as the attorneys' fees of Plaintiffs' attorneys for their pursuit of Plaintiffs' claims in the said *Cheek* and *Brownell* cases based upon or related to any alleged failure of the City to include longevity pay in calculations for compensation, pay, or contributions to retirement accounts. Plaintiffs and their attorneys in the said *Cheek* and *Brownell* cases will not seek any additional attorneys' fees or costs for their pursuit of the claims described in this paragraph 9.

10. Plaintiffs in the said *Cheek* and *Brownell* cases release the City and its employees and attorneys from any claims based upon or related to any alleged failure of the City to include longevity pay in calculations for compensation, pay, or contributions to retirement accounts and which were the subject of part of the said *Cheek* and *Brownell* cases.

11. Plaintiffs in the said *Cheek* and *Brownell* cases are not required to sign this Settlement Agreement, but they authorize their attorney, William L. Hill, to sign this Settlement Agreement on their behalf, and William L. Hill does sign below as their agent and representative for the purpose of entering into and agreeing to this Settlement Agreement. Plaintiffs agree to be bound by, and will be bound by, this Settlement Agreement as a result of their attorney signing below.

Dated: _____

8/5/15

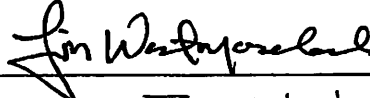


William L. Hill

Attorney for, and signing for and on behalf
of, Wendy Cheek, Brian Keith Collins, Joseph
Casey Councilman, Walter Steven Couturier,
Timothy Fields, William C. Morgan, Michael

Brownell, Trayveawn Goodwin, Christian
Hicks, Ty Jenks, Patrick Kennedy, and George
Simmons

Dated: 8/11/15



Printed Name: Jim Westmoreland

Position/Title: City Manager

Representative of, and signing for and
on behalf of, the City of Greensboro,
North Carolina

[Settlement Agreement in *Cheek* and *Brownell* cases regarding overtime back pay]